

**O'HAGAN MEYER**  
THEODORE C. PETERS (SBN 235115)  
SIDORELA DELIU-KERASIOTIS (SBN 297318)  
2615 Pacific Coast Highway, Suite 300  
Hermosa Beach, CA 90254  
Tel: 310.807.1100 | Fax: 310.807.1115  
Email: [tpeters@ohaganmeyer.com](mailto:tpeters@ohaganmeyer.com)  
Email: [sdeliu-kerasiotis@ohaganmeyer.com](mailto:sdeliu-kerasiotis@ohaganmeyer.com)

*Attorney for Defendant*  
*WALMART INC.*

**UNITED STATES DISTRICT COURT**  
**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

JUDITH BEAN, an individual,  
  
Plaintiff,

vs.

WALMART INC., a Delaware  
Corporation, and DOES 1-50, Inclusive,  
  
Defendants.

Case No.: 2:24-cv-08871 CAS (RAOx)

**STIPULATION AND PROPOSED  
PROTECTIVE ORDER**

Complaint Filed: August 20, 2024  
Trial Date: June 2, 2026

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to

1 enter the following Stipulated Protective Order. The parties acknowledge that this  
2 Order does not confer blanket protections on all disclosures or responses to  
3 discovery and that the protection it affords from public disclosure and use extends  
4 only to the limited information or items that are entitled to confidential treatment  
5 under the applicable legal principles.

6 2. GOOD CAUSE STATEMENT

7  
8 This action is likely to involve trade secrets, customer and pricing lists and  
9 other valuable research, development, commercial, financial, technical and/or  
10 proprietary information for which special protection from public disclosure and from  
11 use for any purpose other than prosecution of this action is warranted. Such  
12 confidential and proprietary materials and information consist of, among other  
13 things, confidential business or financial information, information regarding  
14 confidential business practices, or other confidential research, development, or  
15 commercial information (including information implicating privacy rights of third  
16 parties), information otherwise generally unavailable to the public, or which may be  
17 privileged or otherwise protected from disclosure under state or federal statutes,  
18 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
19 information, to facilitate the prompt resolution of disputes over confidentiality of  
20 discovery materials, to adequately protect information the parties are entitled to keep  
21 confidential, to ensure that the parties are permitted reasonable necessary uses of  
22 such material in preparation for and in the conduct of trial, to address their handling  
23 at the end of the litigation, and serve the ends of justice, a protective order for such  
24 information is justified in this matter. It is the intent of the parties that information  
25 will not be designated as confidential for tactical reasons and that nothing be so  
26 designated without a good faith belief that it has been maintained in a confidential,  
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1 non-public manner, and there is good cause why it should not be part of the public  
2 record of this case.

3 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

4 The parties further acknowledge, as set forth in Section 14.3, below, that this  
5 Stipulated Protective Order does not entitle them to file confidential information  
6 under seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and  
7 the standards that will be applied when a party seeks permission from the court to  
8 file material under seal. There is a strong presumption that the public has a right of  
9 access to judicial proceedings and records in civil cases. In connection with non-  
10 dispositive motions, good cause must be shown to support a filing under seal. *See*  
11 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),  
12 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*  
13 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even  
14 stipulated protective orders require good cause showing), and a specific showing of  
15 good cause or compelling reasons with proper evidentiary support and legal  
16 justification, must be made with respect to Protected Material that a party seeks to  
17 file under seal. The parties' mere designation of Disclosure or Discovery Material as  
18 CONFIDENTIAL does not— without the submission of competent evidence by  
19 declaration, establishing that the material sought to be filed under seal qualifies as  
20 confidential, privileged, or otherwise protectable—constitute good cause.

21 Further, if a party requests sealing related to a dispositive motion or trial, then  
22 compelling reasons, not only good cause, for the sealing must be shown, and the  
23 relief sought shall be narrowly tailored to serve the specific interest to be protected.  
24 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For  
25 each item or type of information, document, or thing sought to be filed or introduced  
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1 under seal, the party seeking protection must articulate compelling reasons,  
2 supported by specific facts and legal justification, for the requested sealing order.  
3 Again, competent evidence supporting the application to file documents under seal  
4 must be provided by declaration.

5 Any document that is not confidential, privileged, or otherwise protectable in  
6 its entirety will not be filed under seal if the confidential portions can be redacted. If  
7 documents can be redacted, then a redacted version for public viewing, omitting  
8 only the confidential, privileged, or otherwise protectable portions of the document,  
9 shall be filed. Any application that seeks to file documents under seal in their  
10 entirety should include an explanation of why redaction is not feasible.

12 4. DEFINITIONS

13 4.1 Action: *Judith Bean v. Walmart Inc.* Case No. 2:24-cv-08871 CAS  
14 (RAOx)

15 4.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 4.3 “CONFIDENTIAL” Information or Items: information  
18 (regardless of how it is generated, stored or maintained) or tangible things that  
19 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
20 above in the Good Cause Statement.

21 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23 4.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26 4.6 Disclosure or Discovery Material: all items or information, regardless of  
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1 the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery.

4 4.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7 4.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.  
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11 4.9 Non-Party: any natural person, partnership, corporation, association or  
12 other legal entity not named as a Party to this action.

13 4.10 Outside Counsel of Record: attorneys who are not employees of a party  
14 to this Action but are retained to represent a party to this Action and have appeared  
15 in this Action on behalf of that party or are affiliated with a law firm that has  
16 appeared on behalf of that party, and includes support staff.  
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18 4.11 Party: any party to this Action, including all of its officers, directors,  
19 employees, consultants, retained experts, and Outside Counsel of Record (and their  
20 support staffs).

21 4.12 Producing Party: a Party or Non-Party that produces Disclosure or  
22 Discovery Material in this Action.

23 4.13 Professional Vendors: persons or entities that provide litigation support  
24 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
25 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
26 and their employees and subcontractors.  
27

28 4.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL.”

2 4.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
3 from a Producing Party.

4 5. SCOPE

5 The protections conferred by this Stipulation and Order cover not only  
6 Protected Material (as defined above), but also (1) any information copied or  
7 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
8 compilations of Protected Material; and (3) any testimony, conversations, or  
9 presentations by Parties or their Counsel that might reveal Protected Material.  
10

11 Any use of Protected Material at trial shall be governed by the orders of the trial  
12 judge and other applicable authorities. This Order does not govern the use of  
13 Protected Material at trial.

14 6. DURATION

15 Once a case proceeds to trial, information that was designated as  
16 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
17 as an exhibit at trial becomes public and will be presumptively available to all  
18 members of the public, including the press, unless compelling reasons supported by  
19 specific factual findings to proceed otherwise are made to the trial judge in advance  
20 of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause”  
21 showing for sealing documents produced in discovery from “compelling reasons”  
22 standard when merits-related documents are part of court record). Accordingly, the  
23 terms of this protective order do not extend beyond the commencement of the trial.  
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25 7. DESIGNATING PROTECTED MATERIAL

26 7.1 Exercise of Restraint and Care in Designating Material for Protection.

27 Each Party or Non-Party that designates information or items for protection  
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1 under this Order must take care to limit any such designation to specific material that  
2 qualifies under the appropriate standards. The Designating Party must designate for  
3 protection only those parts of material, documents, items or oral or written  
4 communications that qualify so that other portions of the material, documents, items  
5 or communications for which protection is not warranted are not swept unjustifiably  
6 within the ambit of this Order.

7  
8 Mass, indiscriminate or routinized designations are prohibited. Designations  
9 that are shown to be clearly unjustified or that have been made for an improper  
10 purpose (e.g., to unnecessarily encumber the case development process or to impose  
11 unnecessary expenses and burdens on other parties) may expose the Designating  
12 Party to sanctions.

13 If it comes to a Designating Party's attention that information or items that it  
14 designated for protection do not qualify for protection, that Designating Party must  
15 promptly notify all other Parties that it is withdrawing the inapplicable designation.  
16

17 7.2 Manner and Timing of Designations. Except as otherwise provided in  
18 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
19 that qualifies for protection under this Order must be clearly so designated before the  
20 material is disclosed or produced.

21 Designation in conformity with this Order requires:

22 (a) for information in documentary form (e.g., paper or electronic documents,  
23 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
24 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
25 "CONFIDENTIAL legend"), to each page that contains protected material. If only a  
26 portion of the material on a page qualifies for protection, the Producing Party also  
27 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
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1 in the margins).

2 A Party or Non-Party that makes original documents available for inspection  
3 need not designate them for protection until after the inspecting Party has indicated  
4 which documents it would like copied and produced. During the inspection and  
5 before the designation, all of the material made available for inspection shall be  
6 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
7 documents it wants copied and produced, the Producing Party must determine which  
8 documents, or portions thereof, qualify for protection under this Order. Then, before  
9 producing the specified documents, the Producing Party must affix the  
10 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
11 portion of the material on a page qualifies for protection, the Producing Party also  
12 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
13 in the margins).

14 (b) for testimony given in depositions that the Designating Party identifies the  
15 Disclosure or Discovery Material on the record, before the close of the deposition all  
16 protected testimony.

17 (c) for information produced in some form other than documentary and for  
18 any other tangible items, that the Producing Party affix in a prominent place on the  
19 exterior of the container or containers in which the information is stored the legend  
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
21 protection, the Producing Party, to the extent practicable, shall identify the protected  
22 portion(s).

23 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
24 failure to designate qualified information or items does not, standing alone, waive  
25 the Designating Party’s right to secure protection under this Order for such material.  
26 Upon timely correction of a designation, the Receiving Party must make reasonable  
27 efforts to assure that the material is treated in accordance with the provisions of this  
28 Order.



1           8.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

2           8.1.   Timing of Challenges. Any Party or Non-Party may challenge a  
3 designation of confidentiality at any time that is consistent with the Court's  
4 Scheduling Order.

5           8.2   Meet and Confer. The Challenging Party shall initiate the dispute  
6 resolution process under Local Rule 37-1 et seq.

7           8.3   Joint Stipulation. Any challenge submitted to the Court shall be via a  
8 joint stipulation pursuant to Local Rule 37-2.

9           8.4   The burden of persuasion in any such challenge proceeding shall be on  
10 the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties) may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17           9.     ACCESS TO AND USE OF PROTECTED MATERIAL

18           9.1   Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of section 15 below (FINAL  
24 DISPOSITION).

25           Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.

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1           9.2    Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5           (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
6 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
7 disclose the information for this Action;

8           (b) the officers, directors, and employees (including House Counsel) of the  
9 Receiving Party to whom disclosure is reasonably necessary for this Action;

10          (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A) [TO BE  
13 NEGOTIATED AND PREPARED BY PARTIES AND ATTACHED TO  
14 STIPULATION AND PROPOSED ORDER];

15          (d)    the court and its personnel;

16          (e)    court reporters and their staff;

17          (f)    professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20          (g) the author recipient of a document containing the  
21 information or a custodian or other person who otherwise possessed or knew  
22 the information;

23          (h) during their depositions, witnesses, and attorneys for witnesses, in the  
24 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
25 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
26 will not be permitted to keep any confidential information unless they sign the  
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
28 agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may be  
2 separately bound by the court reporter and may not be disclosed to anyone except as  
3 permitted under this Stipulated Protective Order; and

4 (i) any mediators or settlement officers and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
7 PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation  
9 that compels disclosure of any information or items designated in this Action as  
10 “CONFIDENTIAL,” that Party must:

11 (a) promptly notify in writing the Designating Party. Such notification shall  
12 include a copy of the subpoena or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to  
14 issue in the other litigation that some or all of the material covered by the subpoena  
15 or order is subject to this Protective Order. Such notification shall include a copy of  
16 this Stipulated Protective Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be  
18 pursued by the Designating Party whose Protected Material may be affected. If he  
19 Designating Party timely seeks a protective order, the Party served with the  
20 subpoena or court order shall not produce any information designated in this action  
21 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
22 or order issued, unless the Party has obtained the Designating Party’s permission.  
23 The Designating Party shall bear the burden and expense of seeking protection in  
24 that court of its confidential material and nothing in these provisions should be  
25 construed as authorizing or encouraging a Receiving Party in this Action to disobey  
26 a lawful directive from another court.

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11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

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12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR  
OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

14. MISCELLANEOUS

14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

14.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2 14.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
4 only be filed under seal pursuant to a court order authorizing the  
5 sealing of the specific Protected Material. If a Party's request to file Protected  
6 Material under seal is denied by the court, then the Receiving Party may file the  
7 information in the public record unless otherwise instructed by the court.

8 15. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 6, within 60  
10 days of a written request by the Designating Party, each Receiving Party must return  
11 all Protected Material to the Producing Party or destroy such retain an archival copy  
12 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
13 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
14 work product, and consultant and expert work product, even if such materials  
15 contain Protected Material. Any such archival copies that contain or constitute  
16 Protected Material remain subject to this Protective Order as set forth in Section 6  
17 (DURATION).

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16. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions. IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,

Dated: April 22, 2025

**THE KIZZIE FIRM, APC**

By: /s/ Antonio K. Kizzie  
**ANTONIO K. KIZZIE**

**JSGM LAW LLP**  
By: /s/ Jon M. Steiner  
**JON M. STEINER**

Attorneys for PLAINTIFF JUDITH BEAN, an individual

DATED: April 23, 2025

Respectfully submitted,

**O'HAGAN MEYER**

By: /s/ Theodore C. Peters  
**THEODORE C. PETERS**  
**SIDORELA DELIU-KERASIoTIS**  
*Attorneys for Defendant*  
*WALMART INC.*

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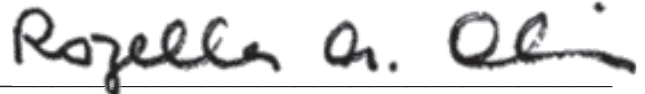
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1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED  
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3 DATED: 5/14/2025  
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HON. ROZELLA A. OLIVER  
UNITED STATES MAGISTRATE JUDGE  
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